1   MR. D'AMICO: In this situation for

2   toll-free, the 1.2, we are recovering our or trying

3   to recover our tandem transit service charges from

4   WorldCom because we have no data or mechanism to

5   bill anybody else. And so, as I mentioned

6   yesterday, it's kind of an industry problem they

7   have the information and we have the records, so

8   that's why they wanted to change the language to

9   MCI.

10   MR. GRIECO: But that applies to

11 intra-LATA call, the 1-800 call. That's just an

12 intra-LATA. It will be sent to the tandem with a

13 CIC code and 800 number to be transited to the IXC

14 carrier. They would know who the 800 provider is.

15   MR. GOYAL: Regardless of any technical

16 obstacles as to who Verizon can recover the cost of

17 providing the tandem switching service from, can

18 Verizon and then WorldCom explain who should be

19 paying for that switching function? Regardless of

20 any type of technical obstacles to recover from

21 that party?

22   MR. D'AMICO: I can address that. In the

1 originating access situation, I believe it would be

2 appropriate to bill the toll-free service provider.

3   Again, if we had the information, and we

4 were able to do that, again, the concept is or the

5 general practice for meet point billing is, this is

6 an 800 call, and so the originating party, it's a

7 free call.

8   So, in this case, WorldCom is getting no

9 compensation. They're doing end-office switching,

10 whatever functions. Verizon is in the middle doing

11 tandem switching. We are not getting any

12 compensation. The person who has the 800 service

13 is really the one that is offering the service to

14 their end user. They're getting all their money

15 from the business or whomever is getting all these

16 800 calls, so they're paying that on a retail

17 basis.

18   So, it's appropriate that the respective

19 parties involved in the linkage to get that call to

20 the 800 service provider should bill them that 800

21 service provider. I don't disagree with WorldCom

22 wanting to put language of the toll provider. The

1 problem is just the physical nature of this type of

2 traffic because they translated it, and we have no

3 idea what that number is that comes up with this

4 situation. If we had the information, we would be

5 willing to bill the access toll provider or access

6 toll provider.

7   That's the issue in a nutshell. If I

8 could fix it, we would, and we would bill the

9 appropriate party.

10   In other call scenarios where we do or

11 it's not translated or it's an IXC type call where

12 we have the data, we are going and getting the

13 billing from the appropriate 800 provider. It's

14 just this weird situation where it's a translated

15 number not to a Verizon 800 number, is the gist of

16 this.

17   MR. GRIECO: Where this really comes into

18 play is the one we described yesterday, which is

19 the intra-LATA toll 800 because that's the only

20 time you don't get a CIC back from the SMS

21 database, so no one knows who the carrier is,

22 including WorldCom.

1   The reason it comes back with the CIC in

2 the first place is because the ILECs don't put the

3 CIC in the SMS database. If it did, it would go

4 away immediately. Same as the other 800 call. Why

5 we should have to pick up the tab for the transit

6 charge because they don't know who the 800 provider

7 is? I don't see where that is justified.

8   MR. D'AMICO: Could I make a quick

9 comment. In 1.2 it says MCI's feature Group D

10 switched exchange access rates and the MCI query

11 charge should be assessed as toll access code

12 provider.

13   So, if they are billing those charges,

14 they know who the 800 provider is, and that's why

15 we are saying we do not know, and we would bill

16 them, and they would recover that from that

17 provider until this industry problem is resolved,

18 and the two parties can bill on their own.

19   MR. GOYAL: One last question, yes-or-no

20 question on the 800 number issue. And Verizon's

21 tandem, is that routed over the same local

22 interconnection trunk groups that the rest of

1 WorldCom's local traffic is routed on?

2   MR. D'AMICO: I think we would like to see

3 it over an 8YY group. However, I guess if they

4 translate it to a normal POTS number and sent it,

5 we wouldn't know the difference.

6   MR. GRIECO: We don't have any 8YY trunk

7 groups with Verizon. If it's intra-LATA toll 800,

8 we don't translate it to--database sends it back to

9 us translated, has ten-digit number, POTS number,

10 with a generic LEC CIC of 110, and that gets sent

11 to the ILEC based on ten-digit number. It could go

12 over the local trunk group or over the meet-point

13 trunk group, whether it's toll or local.

14   We know the phone number, who owns the

15 phone number associated, the ten-digit phone

16 number. We know what our customer dialed, but we

17 don't know who the 800 service provider is on

18 intra-LATA toll 800.

19   MR. GOYAL: VI-1(B). Does multiplexing

20 wherever it uses DS3 interface for interconnection?

21   MR. GRIECO: There's two separate issues

22 with this. The first, very first sentence of their

1 language says that the interface at the POI will be

2 limited to DS1 or DS3 interface. That really

3 doesn't relate to how many trunks need to go to a

4 particular end office. That's just simply at what

5 bandwidth we are handing off interconnection.

6   Now, our concern with that language is

7 that we should be able to interconnect at any

8 technically feasible level, which includes STS1,

9 OC3 or whatever levels are available to connect at

10 that we would like to use. Now, typically, we do

11 interconnect at the DS1 and DS3 level today, but we

12 do have instances of STS1 interconnection at the

13 POI with other LECs. We have--and I think there's

14 going to be--as technology evolves, it's going to.

15 We don't want the language limiting us to

16 physically connecting our networks together at the

17 DS level with coax cables as opposed to any fiber

18 interconnection.

19   MR. GOYAL: Does WorldCom object to using

20 the BFR process to establish interconnection

21 interfaces other one DS1 or DS3?

22   MR. GRIECO: That falls in the same

1 category as anything else that's taken outside of

2 the Interconnection Agreement, any Memo of

3 Understanding, I guess, to do the mid-span in the

4 first place, all these other things that take the

5 language out of the contract itself we object to.

6 And if that language is kept in place, we won't be

7 able to do that without their consent.

8   MR. GOYAL: Okay. Actually, moving on

9 from that issue, if we could address the issue of

10 the NECA 4 tariff hub locations and the DS3/DS1

11 multiplexing. I'm more interested in learning

12 about that. My knowledge in that area should be

13 expanded.

14   Where WorldCom seeks to use the DS3

15 interface for interconnection, does it require DS3

16 to DS1 multiplexing?

17   MR. GRIECO: At some point if we have DS3

18 handoff to interconnection with Bell

19 Atlantic--Verizon, excuse me, then we will

20 transport that through their network. At some

21 point it has to be demultiplexed down to DS1 to

22 terminate their switch. Mr. Albert has on them, so

1 it has to get down to them at one point.

2   MR. GOYAL: Switch can be changed to a DS3

3 interface, say, by the insertion of new line card?

4   MR. ALBERT: Not on our switches. They're

5 all DS1 terminations.

6   MR. GOYAL: Okay. Sorry, Mr. Grieco,

7 continue.

8   MR. GRIECO: We do switches that have DS3

9 interfaces and DS1 interfaces, but it's the type of

10 vendor and type of equipment you want to put in

11 your network.

12   The issues we want to--we need a certain

13 amount of trunks from our switch to their switch.

14 How big of a pipe you put it on to get it to the

15 destination, at the end it's going to be

16 demultiplexed down to DS1 level so they could

17 switch it to their--

18   MR. GOYAL: If the traffic sent over the

19 DS3 trunk facility that WorldCom uses, would that

20 be already channelized into separate DS1 trunk

21 groups?

22   MR. GRIECO: They would be, I guess you

1 could call it, channelized DS3.

2   We order DS3 essentially because it's

3 cheaper than ordering 28 DS1s. It's a matter of

4 economics. We want X amount of trunks from point A

5 to point B. We order DS3 because of the pricing

6 difference between 28--I think the break even is

7 around 12 or 14 DS1s. It's more cost-effective to

8 order it as a whole DS3, even if you don't need the

9 whole DS3.

10   Now, the benefit of that is somewhat

11 limited if you take away the ability to bring it to

12 where you need it. Based on Mr. Albert's testimony

13 yesterday, they had the ability to multiplex down

14 from any level to a DS1 at any location in their

15 network that has a switch. Otherwise, they would

16 never get out of the building.

17   MR. GOYAL: Mr. Albert, on that note, I

18 believe in Verizon's direct testimony on this

19 issue, Verizon states that the NECA 4 tariff hub

20 locations are where Verizon maintains

21 multiplexing/demultiplexing equipment to take DS3s

22 down to DS1s and vice versa; is that correct?

1   MR. ALBERT: Yes.

2   MR. GOYAL: Is Verizon maintaining MUXings

3 and deMUXing equipment at other Verizon locations?

4   MR. ALBERT: The ones that are at the NECA

5 hubs where we do multiplexing for carriers, those

6 are digital electronic cross-connect machines.

7 Those are not in all central offices. If you want

8 to just broadly for trunks say how do we climb up

9 the digital hierarchy and how do you do that in a

10 central office that doesn't have electronic digital

11 cross-connect? In those central offices, they're

12 older, dedicated, asynchronous, DS3 to DS1

13 multiplex issues that we use to climb and step up.

14 But that's a device where it's a single DS3 coming

15 into it, and it's 28 DS1s coming out of it.

16   MR. GOYAL: Does Verizon employ DS3

17 interconnection facilities between offices which

18 are not listed in the NECA 4 tariff as hub

19 locations?

20   MR. ALBERT: I'm not sure what you mean by

21 DS3 interconnection facility between offices.

22   MR. GOYAL: I mean transport trunks that

1 have DS3 interfaces on either end.

2 　　　　MR. ALBERT: All of the trunks on the far

3 ends have got DS interfaces. To transport those

4 between central offices, to go out on the

5 interoffice network, they all get stepped up to the

6 SONET, to the digital speed of the SONET systems we

7 employ in the interoffice network.

8 　　　　So, to different equipment to get out of

9 the building, you are always getting up in most

10 cases to OC12 or more often than not an OC48. It's

11 just a continual packaging of multiplexing of a

12 variety of services to put it on to a fiber optic

13 system just to get it out of the central office

14 building.

15 　　　　MR. GOYAL: Thank you. That's all I have.

16 　　　　MR. DYGERT: Is there any redirect on this

17 panel?

18 　　　　MR. EDWARDS: None from Verizon.

19 　　　　MR. MONROE: I just got a couple of

20 questions.

21 　　　　　　　　REDIRECT EXAMINATION

22 　　　　MR. MONROE: I think I have one other

1 question because the other ones were taken care of

2 Mr. Goyal's cross.

3   On IV-6, when Mr. Goyal was talking to

4 you, Mr. Grieco, with IV-6 and VI-1(C) together,

5 did I understand that you said that when a WorldCom

6 local customer originates a toll call and WorldCom

7 provides the originating access to the IXC, and

8 then Verizon provides the tandem switching to the

9 IXC, who did you say--who did you say Verizon

10 charges for that tandem switching?

11   MR. GRIECO: Actually in the case of a

12 long-distance call, that would be part of the

13 access rate. I believe that the LD carrier will

14 would pay.

15   MR. MONROE: That's all I have.

16   MR. DYGERT: Thank you.

17   I think at this point, I guess if you

18 want, we could take a short break and do our 10:00

19 panel. Or we could proceed directly to that,

20 whichever you would prefer.

21   MR. EDWARDS: Ms. Langstine is available,

22 if we could go ahead and take care of her after the

1 break.

2   (Brief recess.)

3   MR. DYGERT: We are ready to start again.

4 I guess we are ready to start. This is another

5 subpanel made up of some business process--not a

6 panel. Made up of business process and terms

7 questions. To begin, we are going to address

8 issues I-8, I-11, and IV-97, all of which can be

9 spoken to for Verizon by Ms. Langstine, who is on

10 the phone. I guess we will have the Court Reporter

11 swear her in now, please.

12   Whereupon,

13   MARY ELLEN LANGSTINE

14 was called for examination by the Commission and,

15 after having been duly sworn by the notary public,

16 was examined and testified as follows:

17   MR. DYGERT: Ms. Langstine, can you hear

18 us?

19   MS. LANGSTINE: I could hear you, yes.

20   MR. DYGERT: Whichever of the petitioners

21 wish to begin.

22   CROSS-EXAMINATION

1   MR. HARRINGTON: This is J.G. Harrington

2 representing Cox telecom.

3   MS. LANGSTINE: Did you say J.G.

4 Harrington?

5   MR. HARRINGTON: Yes.

6   We are now passing out several exhibits on

7 both issue I-11 and I-8. These exhibits have been

8 provided to Ms. Langstine, and I believe you have

9 the numbered copies. At least they were supposed

10 to get to you.

11   MS. LANGSTINE: Yes, they had given me

12 some. I assume I have them all.

13   MR. HARRINGTON: What I would like to do,

14 in addition to the exhibits there are pages of

15 contractual language. As per custom, we have not

16 marked them as exhibits and will not introduce

17 them. They are already in the record.

18   I will note that they are contained in the

19 Cox proposed contract that was submitted with Cox's

20 petition for arbitration. In both cases the

21 language we referred to is undisputed language.

22 The copies being distributed are actually contained

1 in Exhibit 7, but the language is identical in

2 Exhibit 2, which is the Cox language. You will

3 note the date on the top is July 27th, 2000, which

4 is not the same as the date in Exhibit 2, but the

5 language is identical. The exhibits that are being

6 distributed right now are marked for identification

7 as Cox Exhibits 25 through 31.

8   Ms. Langstine, you have another exhibit

9 which we may not introduce.

10   MS. LANGSTINE: I have the ones that you

11 just sent, 25 through 31, and you have those two

12 pages that you indicated were from--I didn't

13 realize they were in a proposed contract dated

14 7/27/2000.

15   MR. HARRINGTON: Right. And they

16 represent agreed-to language between the parties.

17 There is no dispute as to that language.

18   MS. LANGSTINE: Okay.

19   MR. HARRINGTON: We will pause for a

20 minute while we finish with the distribution of the

21 language--of the exhibits here.

22   MR. OATES: I certainly don't dispute

1 Mr. Harrington's characterization of the language

2 as being not in dispute, but I have no personal

3 knowledge of that one way or another. So, subject

4 to us finding out otherwise, we will go with that

5 representation.

6   And to speed up, we have no objection to

7 Cox Exhibits 25 to 31.

8   MR. HARRINGTON: We may as well do them

9 now, then. I will so move.

10   MR. DYGERT: Great. They are admitted.

11   (Cox Exhibit Nos. 25 through

12   31 were admitted into

13   evidence.)

14   MR. HARRINGTON: I think we could start

15 before the distribution is finished.

16   I want to start with issue I-11, the OSS

17 termination issue, and start off with a point that

18 I think would be agreed to generally. I know it

19 was crossed by cross-examination in petitioners'

20 witnesses last week.

21   Is it fair to say, Ms. Langstine, to say

22 that a CLEC that does not have OSS is going to have

1 significant handicaps in pursuing customers and

2 entering the marketplace for local exchange

3 service?

4   MS. LANGSTINE: I would agree that the

5 access to the OSS is critical to everyone's

6 business, yes.

7   MR. HARRINGTON: Second, in terms of use

8 of OSS, is it fair to say that a CLEC that is

9 accessing OSS is going to probably have a need to

10 do it multiple times throughout the transaction to

11 obtain a new customer?

12   MS. LANGSTINE: Yes, there are a number of

13 transactions that are available, and it's our

14 expectation that they're used as necessary.

15   MR. HARRINGTON: So, as a for instance, a

16 CLEC might access the OSS during preordering, it

17 might access the OSS as parts of a verification

18 process that the order has been done properly, it

19 might access the OSS as part of a troubleshooting

20 process. As some examples, would those be things

21 you would expect a CLEC to do?

22   MS. LANGSTINE: Yes, they are.

1   MR. HARRINGTON: Let's move on to the

2 contract language that I have given to you, and the

3 first thing is, you have in front of you a copy of

4 the language for Section 9.3 of the agreement?

5   MS. LANGSTINE: 9.3? Yes, I do.

6   MR. HARRINGTON: Okay. Now, does this

7 language permit Verizon to spend access to OS to

8 address abuses of OSS? I point you particularly to

9 9.3.1.

10   MS. LANGSTINE: Right. As I read it, it

11 allows us to interrupt or temporarily suspend any

12 service, if we determine interference or

13 impairment.

14   MR. HARRINGTON: Right. And you believe

15 that would apply to OSS?

16   MS. LANGSTINE: Well, I'm not sure of the

17 context in which this was provided, but we do

18 anticipate that we would have that right, yes.

19   MR. HARRINGTON: Under this language--

20   MR. OATES: Could I ask Mr. Harrington,

21 given we only have an excerpt to this document, to

22 state what section of nine the language addresses?

1   MR. HARRINGTON: Certainly.

2   Section 9 is entitled--and I believe this

3 is the same in both parties' agreements--"Network

4 Maintenance and Management Outages." And 9.3 is

5 entitled "Repeated or Willful Interference or

6 Impairment." I think that's what you're looking

7 for.

8   MS. LANGSTINE: Did you say network

9 management or network maintenance?

10   MR. HARRINGTON: The exact entitle is

11 "Network Maintenance and Management Outages."

12   MS. LANGSTINE: Then could you repeat your

13 question?

14   MR. HARRINGTON: Yes.

15   Do you believe that the language in 9.3.1

16 would cover OSS?

17   MS. LANGSTINE: I guess I would have to

18 say perhaps not since you are specifically

19 referencing network management and network

20 maintenance, so that would be why I think we need

21 today in context.

22   MR. HARRINGTON: Now, the language of

1 9.3.1 itself does not specifically refer to network

2 maintenance or management, does it?

3   MS. LANGSTINE: It's not specified in this

4 document, no.

5   MR. HARRINGTON: So, to the extent, for

6 instance, that the agreement has language that says

7 you don't have to pay any attention to the

8 headings, that they're there for the convenience of

9 the parties, the language of 9.3.1 itself would

10 appear to cover any service, including OSS provided

11 by Verizon. Yes?

12   MR. OATES: Object. He's asking the

13 witness to make a legal interpretation of the

14 contract. And Ms. Langstine has answered the

15 question.

16   MR. HARRINGTON: I think that certainly

17 throughout this proceeding we have been allowing

18 witnesses to explore their views of the meaning of

19 contract language, but I will continue. I think

20 she has at least partially answered the basic

21 question.

22   MR. DYGERT: It's a fair question, and she

1 could answer it.

2   MR. HARRINGTON: Let me ask a slightly

3 different question. What change do you think would

4 be necessary for this language to include OSS?

5   MS. LANGSTINE: I guess it would have to

6 specifically say that party A may interrupt or

7 temporarily suspend access to OSS in the context of

8 the rest of the wording of that particular

9 paragraph.

10   MR. HARRINGTON: If the Commission were to

11 hold that this paragraph, in fact, does cover OSS,

12 would your concerns about your ability to get to

13 terminate access to OSS be addressed?

14   MS. LANGSTINE: If we specifically put

15 access to OSS in the paragraph, then I would say it

16 would be applicable to OSS, yes.

17   MR. HARRINGTON: I would like you now to

18 turn to Section 22.5 which is on the next page that

19 was given to you.

20   MS. LANGSTINE: All right.

21   MR. HARRINGTON: Would you take a moment

22 to look at it, if you haven't already.

1   MS. LANGSTINE: Okay.

2   (Pause.)

3   MR. HARRINGTON: Does this provision

4 permit a party to terminate an agreement for

5 material breach of any part of the agreement?   Or

6 should it say "material provision of the

7 agreement"?

8   MS. LANGSTINE: It says if either party

9 defaults in the payment of any amount due hereunder

10 or if any party materially violates any other

11 material provision.   It goes on to say at least 25

12 days prior to the effective date of such

13 termination or suspension.   Yes, it says that.

14   MR. HARRINGTON: Would you consider abuse

15 of OSS to be a material violation of the agreement?

16   MS. LANGSTINE: Yes, I would consider OSS

17 to be material, the abuse of OSS to be material for

18 interconnection.

19   MR. HARRINGTON: Thank you.

20   I would like to move on now to Exhibit 26.

21 We will get to 25 later.

22   Exhibit 26 is the nonconfidential portion

1 of a discovery response that Verizon gave to a

2 question Cox asked, and I will note for the record

3 that prior to providing this exhibit I discussed

4 this with Verizon's counsel, and we both concluded

5 that we did not at that time believe that the

6 confidential portion of this was necessary. And in

7 an effort we left it out, to the extent Verizon

8 changes its mind or that the Commission wants it,

9 we don't have any problem including it.

10   MR. DYGERT: All right, thank you.

11   MR. HARRINGTON: How many trouble reports

12 are indicated in this exhibit for OSS abuse?

13   MS. LANGSTINE: There are eight.

14   MR. HARRINGTON: Did any of those abuses

15 result in the OSS coming down?

16   MS. LANGSTINE: I'm not sure exactly. I'm

17 not sure if any of these or all of these resulted

18 in the OSS going down, but they did result in the

19 inability of a number of CLECs to access the OSS in

20 the time frames that they anticipate or they

21 expect. And if I could just clarify my previous

22 answer.

1   MR. HARRINGTON: Sure.

2   MS. LANGSTINE: The eight tickets here are

3 lead tickets.   When we have a situation where

4 multiple tickets are related, we only have--we only

5 report the lead ticket when we do a bulletin.   On

6 all of these eight tickets, there are a number of

7 subtickets, which would indicate that there was

8 more than one customer impacted by this particular

9 problem.

10   MR. HARRINGTON: Now--

11   MS. LANGSTINE: Thank you.

12   MR. HARRINGTON: The question asks for

13 Verizon to identify all previous occurrences.   So

14 these eight items reflect a single occurrence;

15 correct?

16   MS. LANGSTINE: Yes.

17   MR. HARRINGTON: Okay.   And based on that

18 answer there, am I correct in understanding that

19 the only impacts caused by these things--and I'm

20 not intending to minimize by asking this question

21 the impact of the slowdown, but the slowdown was

22 the only impact of these incidents?

1   MS. LANGSTINE: There is a slowdown in the

2 interface, but it could impact the customer getting

3 the information because that system timed out.

4   MR. HARRINGTON: Now, any problems in

5 those reports identified such that they could not

6 address Section 9.3?

7   MS. LANGSTINE: Would you repeat that?

8   MR. HARRINGTON: Sure. I realize the

9 telephone makes it harder.

10   Were any of the problems identified in the

11 reports in Exhibit 26 such that they could not be

12 addressed through the language of 9.3?

13   MS. LANGSTINE: Don't get addressed?

14   MR. HARRINGTON: Could not get addressed

15 through the Section 9.3.

16   MS. LANGSTINE: In reading the words, we

17 were basically able to temporarily suspend or

18 cancel a user ID based on that.

19   MR. HARRINGTON: Yeah.

20   MS. LANGSTINE: So, I would say they were

21 covered in that language.

22   MR. HARRINGTON: Okay. Now, I would like

1   you to turn now to Cox Exhibit Number 28.

2   MS. LANGSTINE: Yes.

3   MR. HARRINGTON: It would appear from that

4   exhibit that Verizon has taken some actions outside

5   the context of Interconnection Agreements to

6   address OSS issues; is that correct?

7   MS. LANGSTINE: I believe we have taken

8   action. We believe they are in accordance with the

9   agreements, but we have taken considerable actions,

10 yes.

11   MR. HARRINGTON: Has Verizon modified its

12 OSS software to eliminate certain problems?

13   MS. LANGSTINE: Have we modified our

14 software?

15   MR. HARRINGTON: Yes.

16   MS. LANGSTINE: Yes, particularly the

17 search software. Previously we had not restricted

18 searches via the Web GUI, and recently we have made

19 some modifications where the CLEC using the Web GUI

20 is required to put in certain search criteria to

21 minimize the number of searches that the search

22 would do.

1   MR. HARRINGTON: Prior to that, you could

2 initiate a search without any search terms at all;

3 is that correct?

4   MS. LANGSTINE: While there was always

5 this search criteria, but it was so broad that you

6 could access tens of thousands of records before

7 you get an answer, so this idea that this was to

8 narrow it down and specifically ask for purchase

9 order number, dates submitted, due date or

10 negotiator name, would significantly limit the

11 search criteria.

12   MR. HARRINGTON: In fact, the problem with

13 searches could have occurred just with CLECs making

14 mistakes in their searches as opposed to

15 intentional problems; is that right?

16   MS. LANGSTINE: They could have been

17 caused by error, yes.

18   MR. HARRINGTON: Okay. Has Verizon

19 consulted with industry groups about ways to make

20 the OSS work better?

21   MS. LANGSTINE: As a matter of fact, the

22 industry group--let me ask--define "this." We have

1 a changed management process which meets on a

2 monthly basis, which includes the CLECs. This was

3 a topic of conversation, Web GUI access, and

4 continues to be a topic of conversation.

5   MR. HARRINGTON: Okay. I would like to

6 turn to the standards by which Verizon would decide

7 whether there is abuse under the proposed

8 provisions. And for the purposes of this, I would

9 like you to turn to Cox Exhibit Number 25.

10   MS. LANGSTINE: Okay.

11   MR. HARRINGTON: Under Verizon's

12 provisions, who gets to decide whether there has

13 been abuse of OSS?

14   MS. LANGSTINE: Verizon would be defining

15 that. It is, after all, our OSS.

16   MR. HARRINGTON: Now, look at your

17 response in Exhibit 25. It indicates that Verizon

18 would consult with appropriate regulatory

19 authority. Is Verizon going to do that before or

20 after it determines there has been abuse?

21   MS. LANGSTINE: I'm sorry, would you

22 repeat that, the last part.

1   MR. HARRINGTON: Would Verizon consult

2 with appropriate regulatory authority before or

3 after it's decided there has been an abuse?

4   MS. LANGSTINE: I think if Verizon saw we

5 had an extraordinary incident--in other words, if

6 we see a single user ID that may be inappropriately

7 accessing the systems by unwarranted searches or

8 robotic activity, we would not be taking this to a

9 regulatory body.

10   However, if there is continued--I have to

11 say "extraordinary," and I almost can't define how

12 that would be, but if we really needed to bring

13 this further, then, of course, we would go to

14 regulatory bodies. But I think if we are talking

15 about a single user ID impairing hundreds of CLECs,

16 then we would take that action to discontinue that

17 user ID, talk to the offending CLEC contacts, and

18 make sure that our OSS was open and accessible to

19 all the other customers.

20   MR. HARRINGTON: Now, are the standards by

21 which Verizon would decide there is abuse published

22 anywhere?

1   MS. LANGSTINE: Well, I think in

2 particular whether we talk about the searches on

3 the Web GUI, that is published. Our documentation

4 on the use of the Web GUI is published on the Web

5 site. It is very clearly stated that the Web GUI

6 is for human individual transaction entry, so I

7 think that is well-documented.

8   MR. HARRINGTON: Do other parties have the

9 opportunity to influence the standards, or are they

10 decided by Verizon alone?

11   MS. LANGSTINE: I would say that all of

12 the CLECs do influence us. For example, I don't

13 think we would have put the Web GUI performance

14 policy really into practice if we did not have

15 multiple CLECs. Cox included, by the way, on one

16 of these specific exhibits, you know, telling us

17 that our systems were not performing up to the

18 standards they expected them to.

19   So, I would say yes, and I would agree

20 that the CLECs do have input into the standards.

21   MR. HARRINGTON: But they don't get to

22 decide, do they?

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1   MS. LANGSTINE: Do they get to decide

2 specifically is it--I would say that--I would say

3 that they have inputs. Perhaps they do what we

4 ask. Perhaps suggestions are taken. I can't say

5 in this particular instance whether the CLEC

6 defined some of the search criteria. I would have

7 to say that I don't know that.

8   MR. HARRINGTON: So, the answer to the

9 question is no, they don't decide?

10   MS. LANGSTINE: I wouldn't say that. I

11 said they have input into it. I can't say--I can't

12 say that they would never be a determining factor,

13 their input or they did not have specific

14 determining factors into what we have already done,

15 but they certainly have an input into the fact that

16 we need to do something.

17   MR. HARRINGTON: If I might summarize, you

18 will listen, but you won't necessarily do what they

19 ask?

20   MS. LANGSTINE: I would say that we would

21 take a very definite view of what we feel. They

22 have a lot of IT experience, but so do we, and we

1 will ultimately make the final decision.

2   MR. HARRINGTON: Thank you.

3   MS. LANGSTINE: You're welcome.

4   MR. HARRINGTON: I would like to turn to

5 issue I-8, the CPNI issue.

6   MS. LANGSTINE: Okay.

7   MR. HARRINGTON: Does Cox have a duty to

8 protect CPNI under Federal law?

9   MS. LANGSTINE: It is my understanding

10 they do.

11   MR. HARRINGTON: Is that the same duty as

12 Verizon's?

13   MS. LANGSTINE: I would say we are both

14 governed by the same set of requirements, yes.

15   MR. HARRINGTON: Has Cox agreed already in

16 the undisputed portions of the agreement to protect

17 CPNI?

18   MS. LANGSTINE: To the best of my

19 knowledge, yes.

20   MR. HARRINGTON: Is that provision the

21 same one that applies to Verizon?

22   MS. LANGSTINE: Could repeat that?

1   MR. HARRINGTON: Is the provision under

2 which Cox is required to protect CPNI the same that

3 applies to Verizon?

4   MR. OATES: Is that a contract provision

5 you're referring to?

6   MR. HARRINGTON: Yes. I could give you a

7 particular paragraph, if you like.

8   MS. LANGSTINE: Okay.

9   MR. OATES: I wanted to clarify the

10 question.

11   MR. HARRINGTON: It's 18.4.3, which is in

12 Cox's petition. It's not among the pieces of

13 language that's provided.

14   MS. LANGSTINE: 18.4.3?

15   MR. HARRINGTON: Yes.

16   MS. LANGSTINE: I don't believe I have it

17 here.

18   MR. HARRINGTON: I don't believe we gave

19 it to you.

20   Has Verizon ever had complaints about

21 Cox's use of the CPNI?

22   MS. LANGSTINE: No, we haven't.